

Dept of Buildings & General Svcs
Office of Purchasing & Contracting
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7501
USA

Contract ID			Page
000000000000000000000000013579			1 of 4
Contract Dates	Origin		
05/21/2008 to 05/21/2010	CPS		
Description:	Contract Maximum		
CPS - TIRES AND TUBES	\$9,999,999.00		
Buyer Name	Buyer Phone	Contract Status	
Smith, Steven D	828-4681	Approved	

[illegible]

CONTRACT PERIOD: MAY 21, 2008 - MAY 21, 2010, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

State of Vermont

Dept of Buildings & General Svcs
Office of Purchasing & Contracting
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000005756
Pete's Tire Barns Inc
127 Round House Rd
White River Jct VT 05001
USA

Contract ID 00000000000000000000000013579		Page 2 of 4
Contract Dates 05/21/2008 to 05/21/2010	Origin CPS	
Description: CPS - TIRES AND TUBES	Contract Maximum \$9,999,999.00	
Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #: 802-291-9216

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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STATE PRICING IS AVAILABLE ON THE FOLLOWING WEBSITE: WWW.MICHELINB2B.COM

PRICING IS BASED ON CONTRACTORS PRICE LISTS IN EFFECT AT TIME OF ORDER, LESS APPLICABLE DISCOUNTS.

ORDERING: ORDERS WILL BE PLACED THROUGH AUTHORIZED MICHELIN, BFGOODRICH AND UNIROYAL INDEPENDENT DEALERS LOCATED WITHIN VERMONT. ORDERS MAY ONLY BE PLACED WITH THOSE AUTHORIZED DEALERS THAT HOLD A CONTRACT WITH THE STATE OF VERMONT.

CONTRACTOR ACCEPTS VISA PURCHASE CARD AS A FORM OF PAYMENT. NO DISCOUNTS ARE GIVEN FOR USE OF THE VISA PURCHASE CARD.

TIRES AND TUBES ORDERED FROM THIS CONTRACT WILL BE DELIVERED ANYWHERE WITHIN VERMONT, FREE OF CHARGE.

ITEMS SUPPLIED UNDER THIS CONTRACT MUST MEET ALL APPLICABLE FEDERAL, STATE AND ASTM SPECIFICATIONS.

VENDOR CONTACT:
LEONARD JONES
REGIONAL SALES MGR
LENNIEJONES@PETESTIRE.COM
802-291-9216
WEBSITE: WWW.PETESTIRE.COM

TERMS OF SALE: NET 30

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR TIRES AND TUBES ISSUED 09/25/2007 AND VENDOR'S RESPONSE DATED 10/22/2007.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 AS AMENDED WITH CAVEAT ON #10, ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

State of Vermont

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Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000005756
Pete's Tire Barns Inc
127 Round House Rd
White River Jct VT 05001
USA

Phone #: 802-291-9216

Contract ID 0000000000000000000013579		Page 3 of 4
Contract Dates 05/21/2008 to 05/21/2010		Origin CPS
Description: CPS - TIRES AND TUBES		Contract Maximum \$9,999,999.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

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INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15
REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

